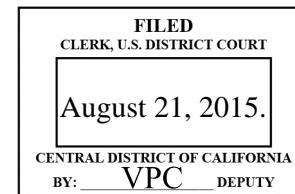


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JS-6



19
20 UNITED STATES DISTRICT COURT
21 FEDERAL TRADE COMMISSION,) No. CV-15-2357 SJO (JEMx)
22 Plaintiff,)
23 vs.) ORDER FOR PERMANENT
24) INJUNCTION AND FINAL
25) JUDGMENT
26 WEALTH EDUCATORS, INC., *et al.*,)
27 Defendants.)
28

1 Plaintiff, Federal Trade Commission (“Commission” or “FTC”), filed its
2 Complaint for Permanent Injunction and Other Equitable Relief on March 31,
3 2015, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act
4 (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the 2009 Omnibus Appropriations
5 Act, Public Law 111-8, Section 626, 123 Stat. 524, 678 (Mar. 11, 2009)
6 (“Omnibus Act”), as clarified by the Credit Card Accountability Responsibility and
7 Disclosure Act of 2009, Public Law 111-24, Section 511, 123 Stat. 1734, 1763-64
8 (May 22, 2009) (“Credit Card Act”), and amended by the Dodd-Frank Wall Street
9 Reform and Consumer Protection Act, Public Law 111-203, Section 1097, 124
10 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”), 12 U.S.C. § 5538. The
11 FTC and Defendants stipulate to the entry of this Order for Permanent Injunction
12 and Final Judgment (“Order”) to resolve all matters in dispute in this action
13 between them.

14 **THEREFORE, IT IS ORDERED** as follows:

15 **FINDINGS**

- 16 1. This Court has jurisdiction over this matter.
17
18 2. The Complaint charges that Defendants participated in deceptive acts
19 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the
20 Mortgage Assistance Relief Services Rule (“MARS Rule”), 16 C.F.R. § 322,
21 recodified as Mortgage Assistance Relief Services (“Regulation O”), 12 C.F.R.
22

§ 1015, in connection with the advertising, marketing, promotion, offering for sale, or sale of mortgage assistance relief services.

3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

5. Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

A. “Assisting others” includes:

1. performing customer service functions, including receiving or responding to consumer complaints;

2. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;

3. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet

1 Protocol addresses or domain name registration for any Internet websites, affiliate
2 marketing services, or media placement services;
3

- 4 4. providing names of, or assisting in the generation of, potential
5 customers;
6
7 5. performing marketing, billing, or payment services of any kind; or
8
9 6. acting or serving as an owner, officer, director, manager, or principal
10 of any entity.

11 B. **“Defendants”** means the Individual Defendant and the Corporate
12 Defendant, individually, collectively, or in any combination.

13 1. **“Corporate Defendant”** means Wealth Educators, Inc., also d/b/a
14 Family 1st Preservations, Family 1st Home Loans, Legal Affiliates & Associates,
15 Legal Educators, & Co., Family 1st Home Preservation, Legal Educators USA &
16 Co., Stargate Mutual &Associates, Providence Financial Advocates, and
17 Providence Financial Audits, and its successors, assigns, affiliates, or subsidiaries.
18

19 2. **“Individual Defendant”** means Veronica Sesma, also d/b/a Sesma
20 Consulting.
21

22 C. **“Financial product or service”** means any product, service, plan, or
23 program represented, expressly or by implication, to:
24

25 1. provide any consumer, arrange for any consumer to receive, or assist
26 any consumer in receiving, a loan or other extension of credit;
27
28

1 2. provide any consumer, arrange for any consumer to receive, or assist
2 any consumer in receiving, credit, debit, or stored value cards;
3

4 3. improve, repair, or arrange to improve or repair, any consumer's
5 credit record, credit history, or credit rating; or

6 4. provide advice or assistance to improve any consumer's credit record,
7 credit history, or credit rating.

8 D. **"Person"** means a natural person, organization, or other legal entity,
9 including a corporation, partnership, proprietorship, association, cooperative, or
10 any other group or combination acting as an entity.

11 E. **"Secured or unsecured debt relief product or service"** means:

12 1. With respect to any mortgage, loan, debt, or obligation between a
13 person and one or more secured or unsecured creditors or debt collectors, any
14 product, service, plan, or program represented, expressly or by implication, to:

15 a. stop, prevent, or postpone any mortgage or deed of foreclosure
16 sale for a person's dwelling, any other sale of collateral, any
17 repossession of a person's dwelling or other collateral, or otherwise
18 save a person's dwelling or other collateral from foreclosure or
19 repossession;

20 b. negotiate, obtain, or arrange a modification, or renegotiate,
21 settle, or in any way alter any terms of the mortgage, loan, debt, or

1 obligation, including a reduction in the amount of interest, principal
2 balance, monthly payments, or fees owed by a person to a secured or
3 unsecured creditor or debt collector;

4 c. obtain any forbearance or modification in the timing of
5 payments from any secured or unsecured holder or servicer of any
6 mortgage, loan, debt, or obligation;

7 d. negotiate, obtain, or arrange any extension of the period of time
8 within which a person may (i) cure his or her default on the mortgage,
9 loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt,
10 or obligation, (iii) redeem a dwelling or other collateral, or
11 (iv) exercise any right to reinstate the mortgage, loan, debt, or
12 obligation or redeem a dwelling or other collateral;

13 e. obtain any waiver of an acceleration clause or balloon payment
14 contained in any promissory note or contract secured by any dwelling
15 or other collateral; or

16 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or
17 other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other
18 disposition of a mortgage, loan, debt, or obligation other than a sale to
19 a third party that is not the secured or unsecured loan holder.

The foregoing shall include any manner of claimed assistance, including auditing or examining a person's application for the mortgage, loan, debt, or obligation.

2. With respect to any loan, debt, or obligation between a person and one or more unsecured creditors or debt collectors, any product, service, plan, or program represented, expressly or by implication, to:

- a. repay one or more unsecured loans, debts, or obligations; or
 - b. combine unsecured loans, debts, or obligations into one or more new loans, debts, or obligations.

L.

BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND SERVICES

IT IS ORDERED that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promoting, offering for sale, or selling, of any secured or unsecured debt relief product or service.

II.

PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO FINANCIAL PRODUCTS AND SERVICES

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons or entities in active concert or participation with any of them, who receive actual notice of this Order, whether

1 acting directly or indirectly, in connection with the advertising, marketing,
2 promoting, offering for sale, or selling of any financial product or service, are
3 permanently restrained and enjoined from misrepresenting, or assisting others in
4 misrepresenting, expressly or by implication:

5 A. the terms or rates that are available for any loan or other extension of credit,

6 including:

7 1. closing costs or other fees;

8 2. the payment schedule, monthly payment amount(s), any balloon
9 payment, or other payment terms;

10 3. the interest rate(s), annual percentage rate(s), or finance charge(s), and
11 whether they are fixed or adjustable;

12 4. the loan amount, credit amount, draw amount, or outstanding balance;
13 the loan term, draw period, or maturity; or any other term of credit;

14 5. the amount of cash to be disbursed to the borrower out of the
15 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any
16 third parties;

17 6. whether any specified minimum payment amount covers both interest
18 and principal, and whether the credit has or can result in negative amortization; or

19 7. that the credit does not have a prepayment penalty or whether
20 subsequent refinancing may trigger a prepayment penalty and/or other fees;

- B. the savings associated with the loan or other extension of credit;
 - C. the ability to improve or otherwise affect a consumer's credit record, credit history, credit rating, or ability to obtain credit, including that a consumer's credit record, credit history, credit rating, or ability to obtain credit can be improved by permanently removing current, accurate negative information from the consumer's credit record or history;
 - D. that a consumer will receive legal representation; or
 - E. any other fact material to consumers concerning any financial product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

III.

PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with advertising, marketing, promoting, offering for sale, or selling of any product, service, plan, or program, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- 1 A. any material aspect of the nature or terms of any refund, cancellation,
2 exchange, or repurchase policy, including the likelihood of a consumer obtaining a
3 full or partial refund, or the circumstances in which a full or partial refund will be
4 granted to the consumer;
- 5 B. that any person is affiliated with, endorsed or approved by, or otherwise
6 connected to any other person; government entity; public, non-profit, or other non-
7 commercial program; or any other program;
- 8 C. the nature, expertise, position, or job title of any person who provides any
9 product, service, plan, or program;
- 10 D. the person who will provide any product, service, plan, or program to any
11 consumer;
- 12 E. that any person providing a testimonial has purchased, received, or used the
13 product, service, plan, or program;
- 14 F. that the experience represented in a testimonial of the product, service, plan,
15 or program represents the person's actual experience resulting from the use of the
16 product, service, plan, or program under the circumstances depicted in the
17 advertisement; or
- 18 G. any other fact material to consumers concerning any good or service, such
19 as: the total costs; any material restrictions, limitations, or conditions; or any
20 material aspect of its performance, efficacy, nature, or central characteristics.

IV.

MONETARY JUDGMENT AND PARTIAL SUSPENSION

IT IS FURTHER ORDERED that:

A. Judgment in the amount of EIGHT HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS (\$885,677.00) is entered in favor of the Commission against Defendants, jointly and severally, as equitable monetary relief.

B. Defendants are ordered to pay to the Commission all amounts frozen in bank accounts at Wells Fargo Bank, N.A. and JP Morgan Chase. Such payment must be made within ten (10) days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission to the banks. Upon such payment, the remainder of the judgment is suspended, subject to the Subsections below.

C. The Commission’s agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants’ sworn financial statements and related documents (collectively, “financial representations”) submitted to the Commission, namely:

1. the Financial Statement of Individual Defendant Veronica Sesma signed on May 20, 2015; and

1 2. the Financial Statement of Corporate Defendant Wealth Educators,
2 Inc., signed by Veronica Sesma on May 20, 2015.
3

4 D. The suspension of the judgment will be lifted as to any Defendant if, upon
5 motion by the Commission, the Court finds that Defendant failed to disclose any
6 material asset, materially misstated the value of any asset, or made any other
7 material misstatement or omission in the financial representations identified above.
8

9 E. If the suspension of the judgment is lifted, the judgment becomes
10 immediately due in the amount specified in Subsection A above (which the parties
11 stipulate only for purposes of this Section) represents the consumer injury alleged
12 in the Complaint, less any payment previously made pursuant to this Section, plus
13 interest computed from the date of entry of this Order.
14

15 F. Defendants relinquish dominion and all legal and equitable right, title, and
16 interest in all assets transferred pursuant to this Order and may not seek the return
17 of any assets.
18

19 G. The facts alleged in the Complaint will be taken as true, without further
20 proof, in any subsequent civil litigation by or on behalf of the Commission,
21 including in a proceeding to enforce its rights to any payment or money judgment
22 pursuant to this Order, such as a nondischargeability complaint in any bankruptcy
23 case.
24

1 H. The facts alleged in the Complaint establish all elements necessary to sustain
2 an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy
3 Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect
4 for such purposes.

5 I. Defendants acknowledge that the Taxpayer Identification Numbers and
6 Social Security Numbers, which Defendants previously submitted to the
7 Commission, may be used for collecting and reporting on any delinquent amount
8 arising out of this Order, in accordance with 31 U.S.C. § 7701.

9 J. All money paid to the Commission pursuant to this Order may be deposited
10 into a fund administered by the Commission or its designee to be used for
11 equitable relief, including consumer redress and any attendant expenses for the
12 administration of any redress fund. If a representative of the Commission decides
13 that direct redress to consumers is wholly or partially impracticable or money
14 remains after redress is completed, the Commission may apply any remaining
15 money for such other equitable relief (including consumer information remedies)
16 as it determines to be reasonably related to Defendants' practices alleged in the
17 Complaint. Any money not used for such equitable relief is to be deposited to the
18 U.S. Treasury as disgorgement. Defendants have no right to challenge any actions
19 the Commission or its representative may take pursuant to this Subsection.
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1 K. Upon entry of this Order, the freeze on the assets of Wealth Educators, Inc.,
2 pursuant to the Preliminary Injunction entered in this action is lifted.
3

4 V.

5 **CUSTOMER INFORMATION**

6 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
7 employees, and attorneys, and those persons or entities in active concert or
8 participation with them who receive actual notice of this Order by personal service
9 or otherwise, whether acting directly or through any corporation, subsidiary,
10 division, or other device, are hereby permanently restrained and enjoined from
11 directly or indirectly:

12 A. failing to provide sufficient customer information to enable the Commission
13 to efficiently administer consumer redress. Defendants represent that they have
14 provided this redress information to the Commission. If a representative of the
15 Commission requests in writing any information related to redress, Defendants
16 must provide it, in the form prescribed by the Commission, within fourteen (14)
17 days;

18 B. disclosing, using, or benefitting from customer information, including the
19 name, address, telephone number, email address, social security number, other
20 identifying information, or any data that enables access to a customer's account
21 (including a credit card, bank account, or other financial account), that any
22

1 Defendant obtained prior to entry of this Order; and

2 C. failing to destroy such customer information in all forms in their possession,
3 custody, or control within thirty (30) days after receipt of written direction to do so
4 from a representative of the Commission.

5 *Provided*, however, that customer information need not be disposed of,
6 and may be disclosed, to the extent requested by a government agency or required
7 by law, regulation, or court order.
8

9
10 VI.

11
12 ORDER ACKNOWLEDGMENTS

13
14 IT IS FURTHER ORDERED that Defendants obtain acknowledgments of
15 receipt of this Order:

16 A. Each Defendant, within seven (7) days of entry of this Order, must submit to
17 the Commission an acknowledgment of receipt of this Order sworn under penalty
18 of perjury.
19

20 B. For five (5) years after entry of this Order, Individual Defendant Veronica
21 Sesma, for any business that such she, individually or collectively with any other
22 person or entity, is the majority owner or controls directly or indirectly, and
23 Corporate Defendant Wealth Educators, Inc., must deliver a copy of this Order to:
24
25 (1) all principals, officers, directors, and LLC managers and members; (2) all
26 employees, agents, and representatives who participate in the advertising,
27
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1 marketing, promotion, offering for sale, sale, or performance of any financial-
2 related products or services; and (3) any business entity resulting from any change
3 in structure as set forth in the Section titled Compliance Reporting. Delivery must
4 occur within seven (7) days of entry of this Order for current personnel. For all
5 others, delivery must occur before they assume their responsibilities.
6
7

8 C. From each individual or entity to which a Defendant delivered a copy of this
9 Order, that Defendant must obtain, within thirty (30) days, a signed and dated
10 acknowledgment of receipt of this Order.
11
12

VII.

COMPLIANCE REPORTING

15 **IT IS FURTHER ORDERED** that Defendants make timely submissions to
16 the Commission:
17
18

A. One year after entry of this Order, each Defendant must submit a compliance
report, sworn under penalty of perjury. Defendants must:

21 1. identify the primary physical, postal, and email address and telephone
22 number, as designated points of contact, which representatives of the Commission
23 may use to communicate with Defendants;
24
25

26 2. identify all of Defendants' businesses by all of their names, telephone
27 numbers, and physical, postal, email, and Internet addresses;

28 3. describe the activities of each business, including the goods and

1 services offered, the means of advertising, marketing, and sales, and the
2 involvement of any other Defendant;
3

4 4. describe in detail whether and how Defendants are in compliance with
5 each Section of this Order; (e) provide a list of all domain names held or registered
6 by any Defendant; and
7

8 5. provide a copy of each Order Acknowledgment obtained pursuant to
9 this Order, unless previously submitted to the Commission.
10

11 B. For ten (10) years after entry of this Order, each Defendant must submit a
12 compliance notice, sworn under penalty of perjury, within fourteen (14) days of
13 any change in the following:
14

15 1. any designated point of contact; or
16

17 2. the structure of Defendant Wealth Educators, Inc., or any entity that
18 Defendants have any ownership interest in or control directly or indirectly that may
19 affect compliance obligations arising under this Order, including: creation,
20 merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that
21 engages in any acts or practices subject to this Order; and
22

23 C. Each Defendant must submit to the Commission notice of the filing of any
24 bankruptcy petition, insolvency proceeding, or similar proceeding by or against
25 such Defendant within fourteen (14) days of its filing.
26

27 D. Any submission to the Commission required by this Order to be sworn under
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penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,
such as by concluding: "I declare under penalty of perjury under the laws of the
United States of America that the foregoing is true and correct. Executed on:
_____ " and supplying the date, signatory's full name, title (if applicable), and
signature.

E. Unless otherwise directed by a Commission representative in writing, all
submissions to the Commission pursuant to this Order must be emailed to
DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
Associate Director for Enforcement, Bureau of Consumer Protection, Federal
Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The
subject line must begin: FTC v. Wealth Educators, Inc., *et al.*, X150031.

VIII.

RECORDKEEPING

IT IS FURTHER ORDERED that Defendants must create certain records
for ten (10) years after entry of the Order, and retain each such record for five (5)
years. Specifically, Corporate Defendant and Individual Defendant for any
business that such Defendant, individually or collectively, is a majority owner or
controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as

1 an employee or otherwise, that person's: name; addresses; telephone numbers; job
2 title or position; dates of service; and (if applicable) the reason for termination;
3
4 C. records of all consumer complaints and refund requests, whether received
5 directly or indirectly, such as through a third party, and any response;
6
7 D. all records necessary to demonstrate full compliance with each provision of
8 this Order, including all submissions to the Commission; and
9
10 E. a copy of each unique advertisement or other marketing material.

11 **IX.**

12 **COMPLIANCE MONITORING**

13
14 **IT IS FURTHER ORDERED** that, for the purpose of monitoring
15 Defendants' compliance with this Order, including the financial attestations upon
16 which part of the judgment was suspended and any failure to transfer any assets as
17 required by this Order:

18
19 A. Within fourteen (14) days of receipt of a written request from a
20 representative of the Commission, each Defendant must: submit additional
21 compliance reports or other requested information, which must be sworn under
22 penalty of perjury; appear for depositions; and produce documents for inspection
23 and copying. The Commission is also authorized to obtain discovery, without
24 further leave of court, using any of the procedures prescribed by Federal Rules of
25 Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and
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69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with each Defendant. Defendants must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

x.

ENTRY OF JUDGMENT

IT IS FURTHER ORDERED that there is no just reason for delay of entry of this judgment, and that, pursuant to Federal Rule of Civil Procedure 54(b). the Clerk immediately shall enter this Order as a final judgment as to Defendants.

XI.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this

1 matter for purposes of construction, modification, and enforcement of this Order.
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IT IS SO ORDERED.

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S. James Otero

Hon. S. James Otero
UNITED STATES DISTRICT COURT

DATED: August 21, 2015